



## MONROE COUNTY LAND AUTHORITY

1200 TRUMAN AVENUE, SUITE 207 • KEY WEST, FLORIDA 33040  
PHONE (305) 295-5180 • FAX (305) 295-5181

### MEMORANDUM

**To:** James Roberts, County Administrator

**From:** Mark Rosch, Executive Director *MR*  
Monroe County Land Authority

**Date:** September 1, 2004

**Subject:** Land Authority Agenda Items for September 15, 2004 BOCC Meeting

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Please include the following items on the Board of County Commissioners agenda for the above referenced meeting at a time approximate of 10:00 AM.

#### LAND AUTHORITY GOVERNING BOARD

1. Approval of minutes for the August 18, 2004 meeting
2. Approval of a resolution authorizing the release of affordable housing deed restrictions on property in Reimann's subdivision in Marathon at the request of the Middle Keys Community Land Trust, Inc.
3. Approval to purchase Tract C, Porpoise Point subdivision on Big Coppitt Key as an affordable housing site
4. Approval to purchase Block 4, Lot 6, Silver Shores Estates on Ramrod Key for conservation
5. Approval of a resolution authorizing Mark J. Rosch, as Executive Director, to execute purchase agreements on behalf of the Land Authority

*H1/H5*

**LAND AUTHORITY GOVERNING BOARD  
AGENDA ITEM SUMMARY**

**Meeting Date:** September 15, 2004

**Bulk Item:** Yes ☐ No ☒

**Department:** Land Authority

**Agenda Item Wording:** Approval of minutes for the August 18, 2004 meeting.

**Item Background:** None.

**Advisory Committee Action:** N/A

**Previous Governing Board Action:** None.

**Contract/Agreement Changes:** N/A

**Staff Recommendation:** Approval.

**Total Cost:** \$ \_\_\_\_\_

**Budgeted:** Yes ☐ No ☐.

**Cost to Land Authority:** \$ \_\_\_\_\_

**Source of Funds:** \_\_\_\_\_.

**Approved By:** Attorney \_\_\_\_\_ County Land Steward \_\_\_\_\_.

**Executive Director Approval:** \_\_\_\_\_



Mark J. Rosch

**Documentation:** Included: ☒

To Follow: ☐

Not Required: ☐.

**Disposition:** \_\_\_\_\_

Agenda Item LA #1

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY  
GOVERNING BOARD

August 18, 2004 Meeting Minutes

The Governing Board of the Monroe County Comprehensive Plan Land Authority held a regular meeting on Wednesday, August 18, 2004 at the Key Largo Library located at 101485 Overseas Highway, Key Largo, Florida. Chairman David Rice called the meeting to order at 10:10 AM. Present and answering roll call, in addition to Chairman Rice, were Commissioner Sonny McCoy, Mayor Murray Nelson, Commissioner George Neugent, and Commissioner Dixie Spehar. Also in attendance were Executive Director Mark Rosch, Counsel Larry Erskine, Office Manager Kimberly Nystrom, and members of the press and public.

The first item on the agenda was approval of minutes for the meetings held on July 14, 2004 and July 20, 2004. A motion was made by Commissioner Spehar and seconded by Commissioner Neugent to approve the minutes as submitted. There being no objections, the motion carried (5/0).

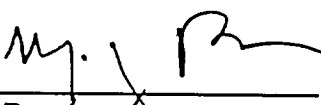
The next item was approval to add the Callahan and Accolla properties to the Acquisition list for conservation and recreation as nominated by the Village of Islamorada. Mr. Rosch addressed the Board. A motion was made by Commissioner Neugent and seconded by Commissioner Spehar to approve the item as submitted. There being no objections, the motion carried (5/0).

Mr. Rosch then reported to the Board on non-compliance issues pertaining to the Middle Keys Community Land Trust. Mr. Rosch also discussed the status of the County's proposed Florida Forever boundary amendment and the Land Authority's progress toward acquiring an affordable housing site on Big Coppitt Key.

Mayor Nelson requested that staff report back to the Board regarding faster methods for acquiring purchase options on affordable housing sites.

There being no further business, the meeting was adjourned at 10:21 AM.

Minutes prepared by:

  
\_\_\_\_\_  
Mark J. Rosch  
Executive Director

Approved by the Board on: \_\_\_\_\_

**LAND AUTHORITY GOVERNING BOARD  
AGENDA ITEM SUMMARY**

**Meeting Date:** September 15, 2004

**Bulk Item:** Yes ☐ No ☒

**Department:** Land Authority

**Agenda Item Wording:** Approval of a resolution authorizing the release of affordable housing deed restrictions on property in Reimann's subdivision in Marathon at the request of the Middle Keys Community Land Trust, Inc.

**Item Background:** In 2003 the Land Authority purchased Lots 12-15 of Reimann's subdivision on 74<sup>th</sup> Street Ocean in Marathon. The Land Authority imposed affordable housing deed restrictions and, consistent with the nominating resolution from the City of Marathon, conveyed the subject properties to the Middle Keys Community Land Trust (MKCLT). MKCLT built single-family houses on each of the four lots and sold the houses, subject to a 99-year ground lease. The Land Authority's deed restriction restricts the sale of the houses to buyers with incomes below 120% of the county median income adjusted for household size. MKCLT's sale of Lot 15 violated this restriction, in that the buyer's annual income of \$60,866 exceeded the limit of \$54,960 by \$5,906. To remedy this situation, MKCLT proposes to refund the Land Authority's costs for Lot 15 (\$25,795.25) as consideration for the Land Authority releasing Lot 15 from the deed restrictions.

MKCLT is still researching whether the sale of a second lot, Lot 13, also constituted a violation of the Land Authority's deed restrictions.

**Advisory Committee Action:** On August 26, 2004 the Committee voted 5/0 to approve the proposed resolution.

**Previous Governing Board Action:** None.

**Contract/Agreement Changes:** N/A

**Staff Recommendation:** Approval.

**Total Cost:** N/A

**Budgeted:** Yes ☐ No ☐.

**Cost to Land Authority:** N/A

**Source of Funds:** \_\_\_\_\_

**Approved By:** Attorney ☒ County Land Steward ☐.

**Executive Director Approval:** \_\_\_\_\_

  
Mark J. Rosch

**Documentation:** Included: ☒

To Follow: ☐

Not Required: ☐.

**Disposition:** \_\_\_\_\_

Agenda Item LA #2

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MONROE COUNTY  
COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING  
THE RELEASE OF AFFORDABLE HOUSING DEED  
RESTRICTIONS ON PROPERTY IN REIMANN'S SUBDIVISION  
IN MARATHON AT THE REQUEST OF THE MIDDLE KEYS  
COMMUNITY LAND TRUST, INC.

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WHEREAS, section 380.0666(3), Florida Statutes (FS) and section 9.3-2, Monroe County Code, empower the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") to acquire and dispose of interests in real property for the purpose of providing affordable housing to very low, low, and moderate income persons as defined in section 420.0004, FS, where said acquisitions are consistent with a comprehensive plan adopted pursuant to Chapter 380, FS; and

WHEREAS, the Middle Keys Community Land Trust, Inc. (hereinafter MKCLT) is a not-for-profit Florida corporation organized for charitable purposes that include providing for the development and preservation of decent, permanently affordable housing for low and moderate income people in the Middle Keys area; and

WHEREAS, Marathon City Commission Resolution #02-07-93 nominated Lots 12-15 of Reimann's subdivision on 73<sup>rd</sup> Street Ocean in Marathon (hereinafter "subject property") for purchase by the Land Authority as an affordable housing site in partnership with MKCLT; and

WHEREAS, the Land Authority acquired the subject property, imposed affordable housing deed restrictions in accordance with the Land Authority's enabling legislation, and conveyed the subject property to MKCLT for development with affordable housing; and

WHEREAS, MKCLT sold Lot 15 of said site to a Buyer in violation of the Land Authority's deed restriction and MKCLT's ground lease, in that the Buyer's income exceeds 120% of the county median income adjusted for household size; and

WHEREAS, MKCLT proposes to remedy said violation by refunding the Land Authority's acquisition costs for Lot 15 as consideration for the Land Authority releasing its deed restrictions; and

WHEREAS, at a meeting held on August 26, 2004, the Land Authority Advisory Committee voted 5/0 to recommend approval of said request, subject to the conditions contained in this Resolution; and

WHEREAS, the Governing Board wishes to approve the Advisory Committee's recommendations; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY:

Upon the Middle Keys Community Land Trust, Inc.'s repayment of the Land Authority's acquisition costs in the amount of \$25,795.25, the Chairman of the Land Authority Governing

Board is hereby authorized to execute a release of the Land Authority's affordable housing deed restrictions for Lot 15, Reimann's subdivision (PB 2-145).

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Commissioner McCoy  
Mayor Nelson  
Commissioner Neugent  
Commissioner Spehar  
Chairman Rice

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\_\_\_\_\_

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Mark J. Rosch  
Executive Director

\_\_\_\_\_  
David P. Rice  
Chairman

Approved for Legal Sufficiency



\_\_\_\_\_  
Larry R. Erskine

**LAND AUTHORITY GOVERNING BOARD  
AGENDA ITEM SUMMARY**

**Meeting Date:** September 15, 2004

**Bulk Item:** Yes ☐ No ☒

**Department:** Land Authority

**Agenda Item Wording:** Approval to purchase Tract C, Porpoise Point subdivision on Big Coppitt Key as an affordable housing site.

**Item Background:** The subject property consists of a 1.3-acre parcel at the corner of US 1 and Jade Drive on Big Coppitt Key. The property is zoned Suburban Commercial (SC) and consists of disturbed, mostly cleared land. With the exception of a billboard and perimeter fence, the property is vacant. The property's zoning allows for the development of up to 15 units of affordable employee housing. As of April 13, 2004, the County had 45 ROGO allocations available for affordable employee housing. The proposed development partner for this site is Habitat for Humanity of Key West and the Lower Florida Keys, Inc.

The agenda packet includes the proposed purchase agreement and a spreadsheet indicating the legal description, purchase price, and estimated closing costs.

**Advisory Committee Action:** On August 26, 2004 the Committee voted 5/0 to approve the acquisition.

**Previous Governing Board Action:** None.

**Contract/Agreement Changes:** N/A

**Staff Recommendation:** Approval

**Total Cost:** \$541,880.00

**Budgeted:** Yes ☒ No ☐

**Cost to Land Authority:** \$541,880.00

**Source of Funds:** Land Authority  
(Tourist Impact Tax and State Park Surcharge)

**Approved By:** Attorney ☒ County Land Steward ☐

**Executive Director Approval:** 

Mark J. Rosch

**Documentation:** Included: ☒

To Follow: ☐

Not Required: ☐

**Disposition:** \_\_\_\_\_

Agenda Item LA #3

PURCHASE CONTRACTS  
09/15/04

Property	Purchase Price	Envr. Audit, Survey or Clean-up	Title Insurance	Attorney Fee	Recording Fee	Acquisition Total
Porpoise Point Subdivision (PB5-118) Tract C (Vellanti)	\$533,500.00	\$5,000.00	\$2,870.00	\$500.00	\$10.00	\$541,880.00

## AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, is by and between

**Thomas A. Vellanti and Velia G. Vellanti**

hereinafter style the Seller(s), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter, "Land Authority") acting by and through the Chairman of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars (\$10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **\$533,500.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

**Tract C, Porpoise Point Section 4 (PB 5-118)**  
**RE# 00155820-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property inspected. If the inspection discloses the presence of hazardous materials or environmental contaminants on the real property, the same shall constitute a title defect. Seller may elect to remove any hazardous materials or environmental contaminants but shall have no obligation to do so.

Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualifications set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the effective date of this Agreement to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the

Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s), failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the Agreement herein; thereupon the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement. The Seller(s) will, if title is found unmarketable, use diligent effort to correct defect(s) in title within the time provided therefore but shall not be required to commence any lawsuits.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered.
4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. In the event the LAND AUTHORITY's inspections damage said lands, the LAND AUTHORITY shall repair said damage. Further, the LAND AUTHORITY shall hold harmless and indemnify the Seller(s) from any cause of action by the LAND AUTHORITY or the LAND AUTHORITY'S agents resulting from said inspections.
5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a safe title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.
6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **\$533,500.00**. The LAND AUTHORITY further agrees that, at closing, it will cause to be paid to the Seller(s) the purchase price by a check drawn on the account of the LAND AUTHORITY. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Paragraph 2 above.
7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.
8. It is mutually understood and agreed that the LAND AUTHORITY may assign this Agreement.
9. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

10. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by mail addressed to the Seller(s) at the following address:

**17750 SW 248 Street  
Homestead, FL 33031  
Phone: 305-247-6623**

and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of Paragraph 6 hereof.

11. With the exception of the existing ground lease for the billboard located on the subject property, the property shall be delivered at closing free of any tenant or occupancy whatsoever. The closing of this transaction shall be contingent upon the Land Authority securing an agreement with the billboard lessee for the removal of said billboard by a date certain acceptable to the Land Authority.
12. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **September 2, 2004** to sign and return this Agreement to the LAND AUTHORITY.
13. The parties acknowledge that William T. Loewy and/or Habitat for Humanity of Key West and the Lower Florida Keys, Inc. have a valid contract to purchase the subject property. Accordingly, this Agreement is contingent upon said parties terminating said contract and the associated deposit being returned to William T. Loewy and/or Habitat for Humanity of Key West and the Lower Florida Keys, Inc. It is understood that the Seller(s) are not holding the deposit but will release any claims against the deposit.
14. Seller Thomas A. Vellanti hereby discloses that he is a licensed real estate broker in the State of Florida.
15. This transaction shall close on or before December 30, 2004.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written, with the understanding that this Agreement for Purchase cannot be executed by the LAND AUTHORITY until after it is reported to it for its consideration, and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s), and to purchase said lands as herein provided.

**Seller/ Thomas A. Vellanti**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Phone Number

Seller/ **Velia G. Vellanti**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Phone Number

Brokerage Fees to be paid by the Seller(s):

**Listing Agent:** Thomas A. Vellanti, 3% commission

**Cooperating Broker:** Exit Realty, Agent George Walsh, 3% commission

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its CHAIRMAN, has executed this Agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

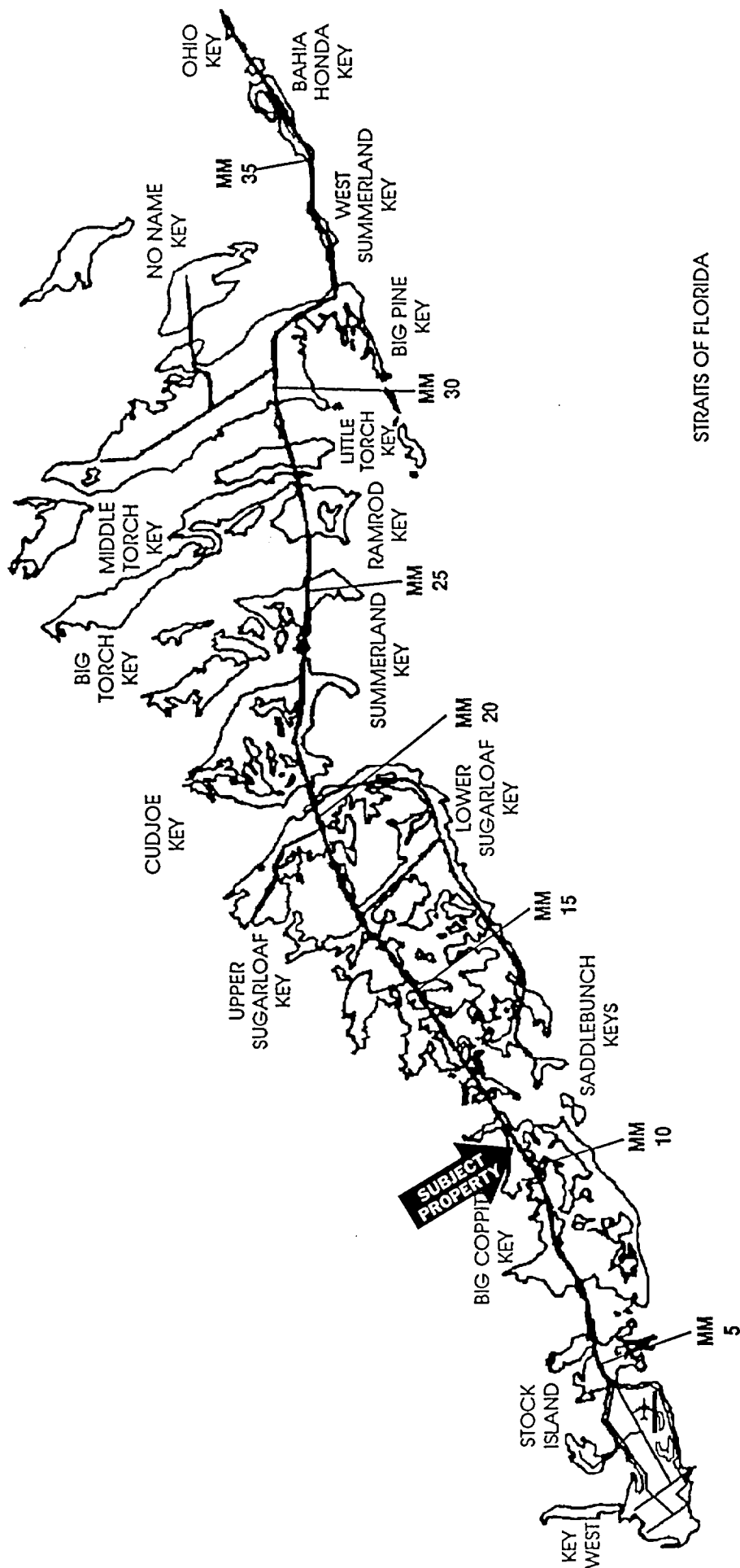
MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

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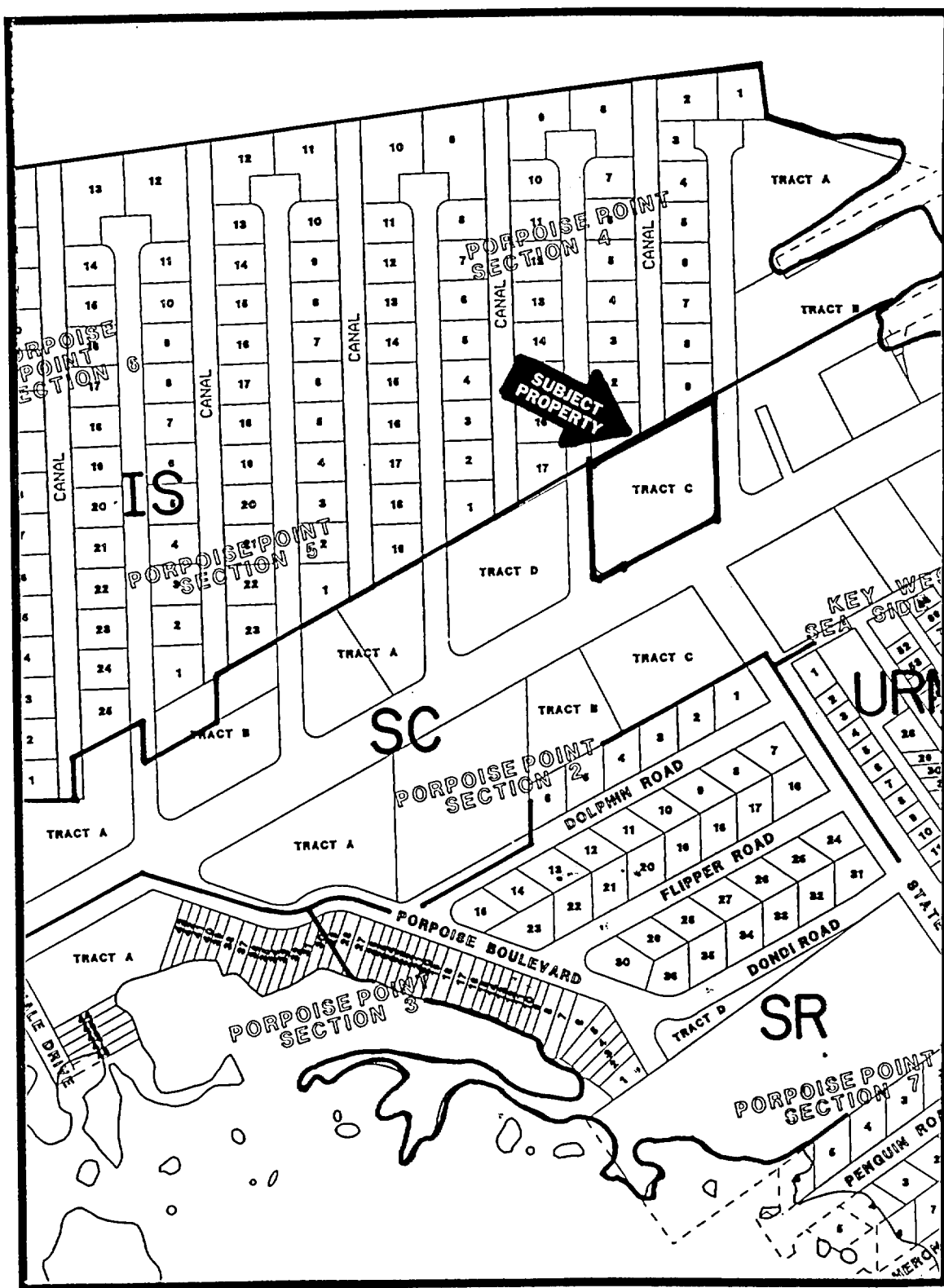
\_\_\_\_\_  
Mark J. Rosch, Executive Director

\_\_\_\_\_  
David P. Rice, Chairman

FLORIDA  
BAY



STRAITS OF FLORIDA



Mile Marker 10.6 Island Big Coppitt Key

Property Porpoise Point Subdivision



**LAND AUTHORITY GOVERNING BOARD  
AGENDA ITEM SUMMARY**

**Meeting Date:** September 15, 2004

**Bulk Item:** Yes ☐ No ☒

**Department:** Land Authority

**Agenda Item Wording:** Approval to purchase Block 4, Lot 6, Silver Shores Estates on Ramrod Key for conservation.

**Item Background:** The subject property consists of a 0.3-acre parcel on Bay Shore Drive on Ramrod Key. The property is zoned Improved Subdivision (IS) and consists of low hammock, transitional wetland, and mangrove vegetation. The property would be difficult to develop due to its environmental sensitivity.

Land stewardship needs for this property are anticipated to be low.

The Land Authority's standard purchase contract will be used for this transaction. The agenda packet spreadsheet lists the legal description, purchase price, and estimated closing costs.

**Advisory Committee Action:** On August 26, 2004 the Committee voted 5/0 to approve the proposed purchase.

**Previous Governing Board Action:** The Board has purchased other conservation parcels in this subdivision.

**Contract/Agreement Changes:** N/A

**Staff Recommendation:** Approval

**Total Cost:** \$11,335.00

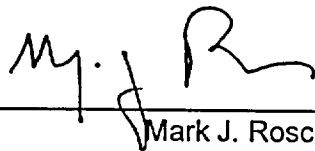
**Budgeted:** Yes ☒ No ☐

**Cost to Land Authority:** \$11,335.00

**Source of Funds:** Land Authority  
(Tourist Impact Tax and State Park Surcharge)

**Approved By:** Attorney ☒ County Land Steward ☒

**Executive Director Approval:**

  
Mark J. Rosch

**Documentation:** Included: ☒

To Follow: ☐

Not Required: ☐

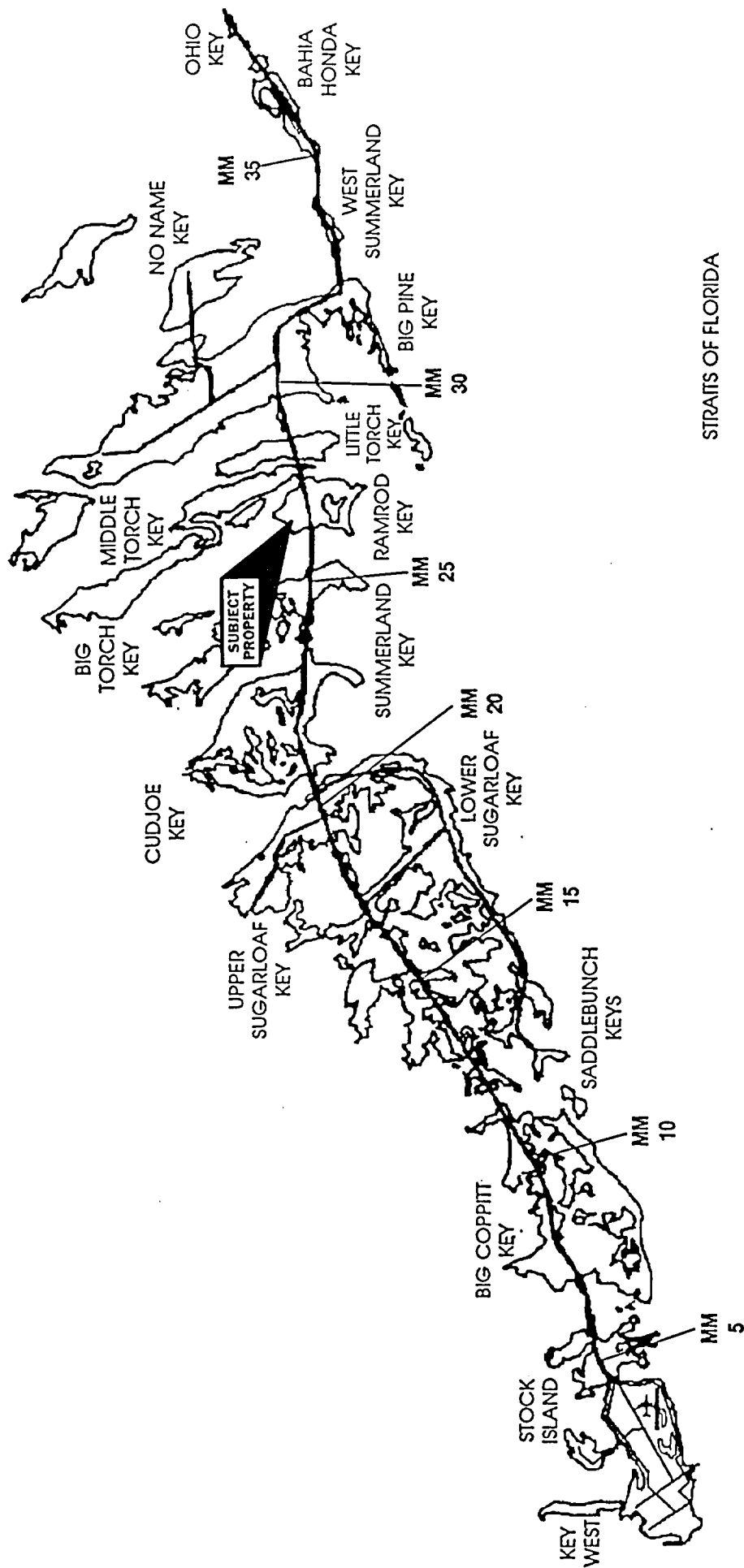
**Disposition:** \_\_\_\_\_

Agenda Item LA #4

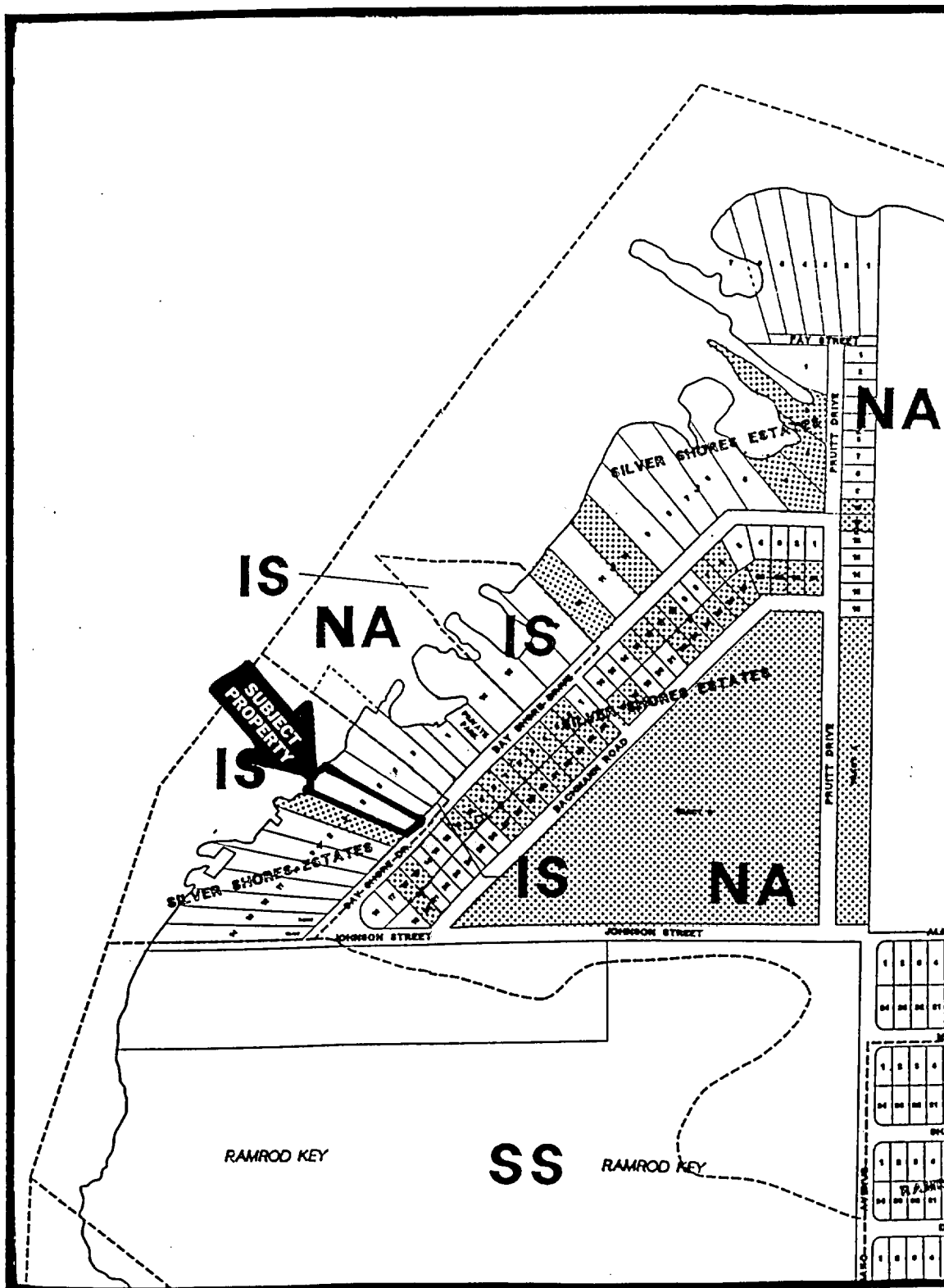
**PURCHASE CONTRACTS**  
**09/15/04**

<u>Property</u>	<u>Purchase Price</u>	<u>Envr. Audit, Survey or Clean-up</u>	<u>Title Insurance</u>	<u>Attorney Fee</u>	<u>Recording Fee</u>	<u>Acquisition Total</u>
<b>Silver Shores Estates Subdivision (PB4-111)</b>						
Block 4, Lot 6 (Hensley)	\$10,000.00	\$600.00	\$225.00	\$500.00	\$10.00	\$11,335.00

FLORIDA  
BAY



STRAITS OF FLORIDA



Mile Marker 26.7 Island RAMROD

Property SILVER SHORES ESTATES



**LAND AUTHORITY GOVERNING BOARD  
AGENDA ITEM SUMMARY**

**Meeting Date:** September 15, 2004

**Bulk Item:** Yes ☐ No ☒

**Department:** Land Authority

**Agenda Item Wording:** Approval of a resolution authorizing Mark J. Rosch, as Executive Director, to execute purchase agreements on behalf of the Land Authority.

**Item Background:** This resolution is proposed to facilitate the purchase of real property, particularly affordable housing sites.

All Land Authority agreements to purchase real property must be approved by the Advisory Committee and the Governing Board, a process which takes 30 to 60 days to complete. To increase the Land Authority's competitiveness in the marketplace, the proposed resolution authorizes Mr. Rosch to execute purchase agreements, thereby providing the Sellers with an executed agreement 30 to 60 days sooner than the Land Authority could otherwise provide. In order to exercise this authority, the resolution requires Mr. Rosch to 1) first consult with the Chairman or Vice Chairman of the Advisory Committee and 2) use a purchase agreement specifying that the transaction is subject to approval by the Advisory Committee and Governing Board.

**Advisory Committee Action:** On August 26, 2004 the Committee voted 5/0 to approve the proposed resolution.

**Previous Governing Board Action:** On October 15, 2003 the Board approved Resolution 11-2003 granting this authority on an interim basis.

**Contract/Agreement Changes:** This resolution will remain in effect until rescinded or until Mr. Rosch leaves the position of Executive Director.

**Staff Recommendation:** Approval

**Total Cost:** N/A

**Budgeted:** Yes ☐ No ☐.

**Cost to Land Authority:** N/A

**Source of Funds:** \_\_\_\_\_

**Approved By:** Attorney ☒ County Land Steward ☐.

**Executive Director Approval:** \_\_\_\_\_



Mark J. Rosch

**Documentation:** Included: ☒

To Follow: ☐

Not Required: ☐.

**Disposition:** \_\_\_\_\_

Agenda Item LA #5

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MONROE COUNTY  
COMPREHENSIVE PLAN LAND AUTHORITY AUTHORIZING  
MARK J. ROSCH AS EXECUTIVE DIRECTOR TO EXECUTE  
PURCHASE AGREEMENTS ON BEHALF OF THE LAND  
AUTHORITY.

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WHEREAS, pursuant to section 380.0661, *et seq.*, Florida Statutes (FS), section 9.3-2, Monroe County Code, and Land Authority Rule 02-1991, the purchase of property by the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") is subject to approval by the Land Authority's Advisory Committee and Governing Board; and

WHEREAS, due to the meeting schedules of said Advisory Committee and Governing Board, approval of proposed purchase agreements requires a period of 30 to 60 days; and

WHEREAS, some Sellers, particularly Sellers of lots suitable for development with affordable housing, are reluctant to take their properties off the market during said 30 to 60 day approval period in the absence of a purchase agreement executed by the Land Authority; and

WHEREAS, in response to these issues, on October 15, 2003 the Land Authority Governing Board adopted Resolution 11-2003 authorizing the Executive Director to execute purchase agreements on behalf of the Land Authority on a temporary basis; and

WHEREAS, on August 26, 2004, the Advisory Committee voted 5/0 to approve making said authorization permanent, so long as Mark J. Rosch is the Executive Director; and

WHEREAS, the Governing Board wishes to approve the Advisory Committee's recommendations; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY that Mark J. Rosch, as Executive Director, is hereby authorized to execute purchase agreements on behalf of the Land Authority subject to each of the following requirements:

1. The Executive Director shall consult with the Chairman or Vice Chairman of the Advisory Committee prior to executing the purchase agreement.
2. The purchase agreement shall specify that the transaction is contingent upon approval by the Advisory Committee and Governing Board.
3. As long as Mark J. Rosch remains in the position of Executive Director, the authorization granted by this resolution shall not expire unless rescinded or otherwise discontinued by the Advisory Committee or Governing Board.

4. The authorization granted by this resolution shall automatically be rescinded upon the resignation or termination of Mark J. Rosch from the position of Executive Director.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a regular meeting on this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

Commissioner McCoy  
Mayor Nelson  
Commissioner Neugent  
Commissioner Spehar  
Chairman Rice

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(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE  
PLAN LAND AUTHORITY

\_\_\_\_\_  
Mark J. Rosch  
Executive Director

\_\_\_\_\_  
David P. Rice  
Chairman

Approved for Legal Sufficiency

\_\_\_\_\_  
Larry R. Erskine